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RFP 2001-25
AMENDMENT # 3

Request for Proposal 2001-25, as initially issued, is hereby amended.

Replace Section 4.1.f with the following:

- f. All proposed items (excluding the 3490E standalone units and associated controllers) must be in current production and remain so for eight months from the closing date. If replaced in that time period, the vendor must offer DIT an upgrade to the replacement technology at no additional cost.

Replace Section 4.13.a.2 with the following:

2. Ninety-five (95) percent of virtual tape read hits and write hits must be satisfied within 3 seconds, measured over a "shift". This will be measured using the tape mount monitor records. The elapsed time for each virtual tape mount satisfied in cache will be calculated as the difference between the mount completion timestamp and the mount request timestamp.

Add 4.13.a.5 as follows:

5. Ninety-five (95) percent of all specific mounts must be satisfied from cache, measured over a "shift". The count of specific mounts that are hits (satisfied from cache) and those that are misses (not satisfied from cache) will be determined from tape mount monitor records.

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Replace Paragraph 47 with the following:

47. WARRANTY -PERFORMANCE BASED

The Contractor is required to provide a 36 month Warranty for the System (System = all components, including software and firmware, and hardware, that when installed function as a complete System). The price for this 36 month warranty shall be as quoted in the Contractor's response to RFP 2001-025. This Warranty shall commence after Product Acceptance as defined herein. All Warranty / maintenance conditions shall be responded to via telephone within 30 minutes of the notification to the Contractor that a failure condition exists. For all hardware failures, the vendor shall respond On- Site within 2 hours of notification that a failure exists. This Warranty is provided 24 hours per day, 7 days per week, 365 days per year, by the Contractor.

Replace Paragraph 51 with the following:

51. REQUIRED PERFORMANCE LEVEL AFTER ACCEPTANCE

During the three (3) year Warranty period the System must comply with section 4.9, entitled "Availability" of RFP 2001-025. The Contractor will propose equipment that will meet or exceed the performance specifications as delineated in section 4.9, for the three year Warranty period. For any monthly occurrence, during the three year Warranty period whereby the equipment performance fails to perform to at least 99.7% as stated in section 4.9, the Contractor will provide an additional month of On-Site warranty / maintenance at no cost to the Commonwealth. The additional month/s of warranty / maintenance shall be provided under the same terms and conditions as stated in RFP 2001-025 and be available at the end of the 36 month warranty / maintenance period that is included in the price identified in the price Schedule, herein.

Replace Paragraph 56 with the following:

56. RESPONSE TIME

During the PPM, the Contractor shall respond via telephone for all failed conditions within 30 minutes of notification. During the PPM, the Contractor shall respond On-Site to all Warranty / Maintenance for hardware within a two (2) hour response time.

Replace Paragraph 57 with the following:

57. TERM OF WARRANTY / MAINTENANCE

Beginning on the date of acceptance, Contractor shall furnish thirty-six (36) months of On-Site Warranty / Maintenance for all equipment / software purchased under this Agreement, and to System requirements which is the working combination of all components.

Upon expiration of the initial thirty-six month period, the Contractor shall provide On-Site Warranty / Maintenance of equipment / Software for one year additional period at such prices as are listed in the schedule, RFP 2001-025. The prices for additional Warranty / Maintenance for years 5 and 6 shall be in accordance with the Contractor's price for year 4 as set forth in the schedule, plus increases as governed by the CPI-W index entitled "Other Services". The percentage increase shall not exceed the above index's most recent percentage available to the Commonwealth as published by the Bureau of Labor Statistic's, Philadelphia Office. If maintenance prices remain the same or decrease for succeeding years, the State shall be afforded the opportunity to renew the maintenance services at the lowest price available to any other customer.

Replace Paragraph 60 with the following:

60. TERM OF LICENSE

All licenses granted under this Agreement are purchased on a non-exclusive license basis and shall commence upon the acceptance of the software Product by the Commonwealth. The software license term shall be either perpetual or a period of not less than ten (10) years as specified in the vendors response. The software license shall be irrevocable for the term as represented by the vendor 's response to RFP 2001-025. Notwithstanding the foregoing, the Commonwealth may terminate the license at anytime. All licenses granted to the Commonwealth are for the use of the software Product at the Commonwealth's computing facilities at the sites identified in any executed Attachment or Order referencing this Agreement. In no event shall Contractor's remedies for any breach of this Agreement include the right to terminate any license or support services hereunder.


Replace paragraph 66 with the following:

66. SOFTWARE SUPPORT

When requested by the Commonwealth, the Contractor shall always be responsive to warranty / maintenance requirements of the Commonwealth. Warranty / maintenance services shall include, but not necessarily be limited to, detection and correction of errors, updating of all Software Products to operate with all updated or revised versions of the operating systems for which the Software Product is licensed, and provision of enhancements to the Software Product as they are generally made available, problem reporting, product functionality or

addressing questions from the users. Warranty / Maintenance charges shall include all software documentation and 24 X 7 telephone support and electronic support, 365 days per year. The Commonwealth shall have the option of purchasing, at later dates, additional one (1) year periods of warranty / maintenance and support for years 5 and 6 based on year 4 price as quoted by the Contractor in the schedule of RFP 2001-025 plus increases as governed by the CPI-W index entitled "Other Services". The percentage increase shall not exceed the above index's most recent percentage available to the Commonwealth as published by the Bureau of Labor Statistic's Philadelphia Office. If warranty / maintenance prices remain the same or decrease for succeeding years, the State shall be afforded the opportunity to renew the warranty / maintenance services at the lowest price available to any other customer.

Vendors should sign the attached acceptance and include it with their proposal submission.



J. B. Edmonds, Deputy Director
Acquisition Services Division

Cc: File

Agreement with Amendments to 2001-25

The undersigned, as a representative of the named firm, acknowledges receipt and compliance with all provisions of Amendments 1, 2 and 3 of the above referenced Request for Proposals.

Signature: _____

Firm: _____

Date: _____